



BOARD OF ESTIMATE AND CONTRACT

ROME, NEW YORK 13440-5815

Joseph R. Fusco, Jr., Mayor

John Mazzaferro, President of Common Council

Frank Tallarino, Commissioner of Public Works

Timothy A. Benedict, Corporation Counsel

David C. Nolan, Treasurer

**BOARD OF ESTIMATE AND CONTRACT MEETING
SPECIAL SESSION**

**JUNE 3, 2015
1:00 PM**

1. CALLING THE ROLL OF MEMBERS BY THE CLERK

2. READING OF THE MINUTES OF THE PRECEDING SESSION

(Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)

3. MATTERS FOR CONSIDERATION

RES. NO. 132

A

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN
AGREEMENT WITH EISENBACH & RUHNKE. Tallarino**

RES. NO. 133

B

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN
AGREEMENT WITH THE WESSON GROUP, LLC. Tallarino**

4. ADJOURNMENT

SPECIAL MEETING
BOARD OF ESTIMATE AND CONTRACT

JUNE 3, 2015

RESOLUTION NO. 132

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH
EISENBACH & RUHNKE

By _____;

WHEREAS, Frank Tallarino, Commissioner of the Department of Public Works, has recommended that the City of Rome, New York, retain the services of Eisenbach & Ruhnke of Utica, New York, for asbestos related services associated with the NYSDOL variance and Park Drive Estates, at a total amount not to exceed \$10,000.00; now, therefore,

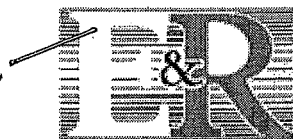
BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Eisenbach & Ruhnke of Utica, New York, for asbestos related services associated with the NYSDOL variance and park Drive Estates, at a total amount not to exceed \$10,000.00, pursuant to the attached proposal, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:



May 15, 2015

Mr. Frank Tallarino
City of Rome
Department of Public Works
Rome City Hall, Suite 3C
198 N. Washington Street
Rome, New York 13440

**Re: Asbestos Consulting and Asbestos Testing
2015 Demolition Project & Park Drive
Estates**

Dear Mr. Tallarino:

Eisenbach & Ruhnke Engineering, P.C. (E&R) is pleased to provide the following proposal in accordance with your request for asbestos consulting and testing in connection with the 2015 demolition project and Park Drive Estates. The Scope of Work and services are as follows:

Scope of Work:

Provide services for asbestos consulting, asbestos testing and variance preparation for the buildings scheduled for demolition in Rome, New York. E&R shall inspect and collect samples of materials that are suspected of containing asbestos. Once testing and analysis has been completed, a written report will be provided that identifies and quantifies building materials discovered to contain asbestos.

Due to the undetermined amount of sampling required, the work will be performed using the Unit Prices included in this proposal. The work will be performed as follows:

1. Friable samples will be analyzed only by Polarized Light Microscopy (PLM). These samples include plaster, gypsum, joint compound, and thermal materials;
2. Non-friable organically bound (NOB) samples may require a two-step analysis. These samples would include flooring, glazing, ceiling tile, etc. Initially the sample is prepared for analysis using matrix reduction and then analyzed using (PLM NOB analysis). If the PLM NOB is negative, then the sample is analyzed by Transmission Electron Microscopy (TEM) to confirm that it is negative. Note: if the first step, PLM NOB, is positive then the second step is not required;
3. Two (2) copies of a written report will be provided that will identify and list the quantities of asbestos containing building materials, sample location plans and laboratory analysis reports;

In addition, E&R will submit a site specific variance to request relief from the NYS Department of Labor as per the previous requests and for the Park Drive Estates.

Unit Prices

<i>SAMPLE ANALYSIS RATES</i>	<i>UNIT COSTS</i>
Project Designer/Manager (Variance Preparation and Consulting)	\$75/Hour
Accredited Inspector (Asbestos)	\$57.50/Hour
Polarized Light Microscopy (PLM) Friable (other than Non-friable Organically Bound)	\$15/Sample
Polarized Light Microscopy (PLM) Non-friable Organically Bound (NOB) – Step 1	\$40/Sample
Transmission Electron Microscopy (TEM) Non-friable Organically Bound (NOB) – Step 2	\$35/Sample
NY State Variance Fee	\$350/Variance

Conditions:

1. Invoices are payable within 30-days after receipt or client shall pay an additional 1.5 percent per month finance charge on any unpaid balances.
2. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client.
3. Asbestos analysis pricing is based on a **48-hour** turnaround time.
4. Limited destructive testing may be performed. Does not include patching of sample locations.
5. The attached Terms and Conditions Shall Apply.
6. This proposal is good for 30 days.

If you agree to the scope of work for this project, the price and the terms and conditions, please sign and return one copy to me.

We appreciate this opportunity to present this proposal and look forward to working with you on this project. If you have any questions, or require additional information, please let me know.

Sincerely,

Angela Correll
Project Manager
C15900-07

Attached: Terms and Conditions shall apply
ACCEPTED BY:

Authorized Signature

Printed Signature

Date

Company

Phone #

Fax #

E-mail Address

SPECIAL MEETING
BOARD OF ESTIMATE AND CONTRACT

JUNE 3, 2015

RESOLUTION NO. 133

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH
THE WESSON GROUP, LLC

By _____;

WHEREAS, Frank Tallarino, Commissioner of the Department of Public Works, has recommended that the City of Rome, New York, retain the services of The Wesson Group, for the East Fish Creek Raw Water Tunnel Rehabilitation Project, at a total amount not to exceed \$12,971,750.00; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with the Wesson Group, for the East Fish Creek Raw Water Tunnel Rehabilitation Project, at a total amount not to exceed \$12,971,750.00, pursuant to the attached proposal, which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:



May 27, 2015

Mr. Frank Tallarino, Jr., P.E.
Commissioner of Public Works
City of Rome
198 North Washington Street
Rome, New York 13440

Re: Bid Results
East Branch Fish Creek Raw Water Tunnel Rehabilitation
Contract No. 1R - General Construction
GHD No. 8615086.46

Dear Mr. Tallarino:

Sealed bids for Contract No. 1R were received at City Hall and opened at 3:00 pm, April 23, 2015. All bids are tabulated on the attached Canvass of Bids.

The lowest total bid price received for Contract No. 1R was from The Wesson Group, LLC in the amount of \$12,971,750.00. Wesson was contacted after the bids were received to discuss their bid proposal. Wesson indicated they understand the contract requirements, are confident with their pricing, and are willing to honor their bid proposal submitted to the City of Rome for this project.

We had tabulated all bid proposals received and no mathematical errors were found, and we reviewed Wesson's bid proposal package and found it to be complete as required. Wesson provided two potential candidates for their proposed shotcrete applicator subcontractors; 1) Superior Gunite and 2) Jetcrete North America. Each has documented experience with tunnel rehabilitation shotcrete applications. We suggest City Legal Counsel review Wesson's bid proposal package also.

Therefore, we find no cause or reason why the City of Rome should not award Contract No. 1R for the East Branch Fish Creek Raw Water Tunnel Rehabilitation project to The Wesson Group, LLC in the amount of their total bid price of \$12,971,750.00, contingent upon allocation of project funding.

Notice of Award should be made within 45-days of bid opening, or no later than June 7, 2015, in accordance with Article 18 of the Instruction to Bidders section of the Contract Documents.

If you have any questions, please do not hesitate to contact me.

Sincerely,

GHD CONSULTING SERVICES INC.

Jon R. Putnam, P.E.
Project Manager- Water/Infrastructure

JRP/mrv

Enclosure

cc: Robert Samuel, City of Rome Water Filtration Plant (w/enc.)
Kevin Castro, P.E., GHD Consulting Services Inc. (w/enc.)

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GHD Consulting Services Inc.

One Remington Park Drive Cazenovia NY 13035 USA
T 1 315 679 5800 F 1 315 679 5853 E cazmail@ghd.com W www.ghd.com



CLIENTS | PEOPLE | PERFORMANCE

CANVASS OF BIDS

PROJECT NAME: East Branch Fish Creek Raw Water Tunnel Rehabilitation
CONTRACT NO.: 1-R
LOCATION: City of Rome, NY
GHD JOB NO. 8615086

BIDS OPENED: April 23, 2015 at 3:00 p.m.

Item No.	Bid Item Description	Est. Qty.	Units	The Wesson Group, LLC		Grane-Hogan Structural Systems, Inc.		Jeff Industries, Inc.	
				Rate	Total	Rate	Total	Rate	Total
A-1	General Construction		LS		3,900,000.00		2,844,046.00		7,580,085.00
A-2	Kessinger Dam Easement and Surface Repairs		LS						
A-3	Vehicle Access Ramp		LS		200,000.00		342,000.00		185,000.00
A-4	Intake Tower Work (Located at Boyd Dam)		LS		150,000.00		213,000.00		195,000.00
A-5	Temporary Water Supply		LS		2,500,000.00		2,520,000.00		1,960,000.00
A-6	Temporary Fuel Delivery, Transfer, and Storage System		LS		500,000.00		112,810.00		468,000.00
A-7	Repair of Existing Concrete-Lined Tunnel		LS						
A-8	Weepholes in Tunnel Lining		LS		100,000.00		57,150.00		75,000.00
A-9	Rock Bolts in Tunnel		LS		45,000.00		30,000.00		13,500.00
A-10	Monitoring Arrays		LS		10,000.00		45,000.00		8,800.00
	Subtotal (Items A-1, A-3 thru A-6, and A-8 thru A-10)				\$ 7,405,000.00		\$ 6,164,006.00		\$ 10,485,385.00
B-1	Rock Debris Disposal	25000	CF	6.00	150,000.00	12.00	300,000.00	13.50	337,500.00
B-2	Tunnel Support Class I	350	LF	700.00	245,000.00	842.00	294,700.00	435.00	152,250.00
B-3	Tunnel Support Class II	1400	LF	800.00	1,120,000.00	1,046.00	1,464,400.00	555.00	777,000.00
B-4	Tunnel Support Class III	2150	LF	900.00	1,935,000.00	1,207.00	2,595,050.00	735.00	1,580,250.00
B-5	Tunnel Support Class IV	1125	LF	1,000.00	1,125,000.00	1,537.00	1,729,125.00	1,295.00	1,456,875.00
B-6	Tunnel Support Class V	40	LF	1,000.00	40,000.00	1,314.00	52,560.00	900.00	36,000.00
	Footing Preparation								
B-7	(Removal of Rock)	2400	CF	50.00	120,000.00	36.00	86,400.00	45.00	108,000.00
B-8	Additional Weep Holes	15	EA	100.00	1,500.00	57.00	855.00	96.00	1,440.00
B-9	Furnish and Install Additional Rock Bolts	5	EA	3,000.00	15,000.00	1,138.00	5,690.00	300.00	1,500.00
B-10	Additional Cast-In-Place Concrete	25	CY	1,500.00	37,500.00	1,024.00	25,600.00	1,250.00	31,250.00
B-11	Additional Monitoring Arrays	2	PA	2,500.00	5,000.00	4,067.00	8,134.00	625.00	1,250.00
B-12	Decommissioning of Vent Pipe	3	EA	8,000.00	24,000.00	4,045.00	12,135.00	3,150.00	9,450.00
B-13	Drill Borehole for New Vent Pipe	175	LF	150.00	26,250.00	257.00	44,975.00	132.00	23,100.00
B-14	Supply and Install New Vent Pipe	190	LF	250.00	47,500.00	259.00	49,210.00	225.00	42,750.00
B-15	Supply and Installation of Additional Shotcrete for Voids	2500	CF	150.00	375,000.00	140.00	350,000.00	50.00	125,000.00
	Subtotal (Sum of Items B-1 through B-15)				\$ 5,266,750.00		\$ 7,018,834.00		\$ 4,683,615.00
F-1	Miscellaneous Additional Work				200,000.00		200,000.00		200,000.00
F-2	Repair of Existing Concrete-Lined Tunnel				100,000.00		100,000.00		100,000.00
	Subtotal (Item F-1 thru F-2)				\$ 300,000.00		\$ 300,000.00		\$ 300,000.00
	Total Bid Price				\$ 12,971,750.00		\$ 13,482,840.00		\$ 15,469,000.00